671 The impact of the English legal system introduced into
177 the country after the annexation of 1886 shook Burmese cus-
178 tomary law to its very foundations, just as Burmese society itself rocked with the shock of the impact. But Burmese society soon regained its balance, and so did Burmese customary law. The British, by statute, superseded the Burmese customary law of contract and tort with their own English common law, but recognized the Burmese customary law regarding marriage and divorce, adoption, inheritance, and religious usage, and these branches of the customary law remain valid today. Thus, whereas in India the legislature now struggles against strong public opposition to pass new statutes introducing changes in the Hindu law of marriage and inheritance so as to adjust Hindu law to new developments in Hindu society, the Burmese, after their hard-won independence, have not found it necessary to modify by statute or to codify their customary law. With regard to the English law of contract and tort that was introduced into the country after the British annexation, the Burmese did not find the new law strange and mysterious, for the fundamental principles of Burmese law of contract and tort had certain similarities with the fundamental principles of English common law. Thus the principles
675 of specific performance, of damages, of a period of limitation,
671 and a remoteness of damage were known to the Burmese law
672 also. Even the English legal plea of "Act of God" for exemption from liability has its Burmese counterpart in the plea of "ill fortune." The following rules of law relating to ferries will illustrate this aspect of Burmese law:

> If a man, for the sake of hire, becomes a ferryman, let him follow these rules. He shall carefully consider and take only the correct fare. If he is careless, or jocular, or immodest, and as a result, property of a passenger is spilled or damaged, let him make good the loss to the owner. But if he crosses with proper care and proper behaviour, and property be lost or damaged, let him blame ill fortune, and he shall not be liable. Women with child, monks, and sick persons shall be ferried across, even if they have no money to pay as fare.

Although the kingdoms of Prome and Thaton probably based their wealth on trade and commerce, and the kingdom of Pagan based its power and wealth on commerce, the Burmese have been simple agriculturists throughout their history, and therefore Burmese customary law of contract and torts dealt with the business of agriculture, such as water-rights, land-rights, hire of cattle, carts, and implements, and with the relations between employers and laborers. As has been stated before, the Burmese law of contract and tort is no longer valid, and although the Burmese still remain agriculturalists, their business of agriculture is no longer simple as in the days before the British annexation. Nonetheless, some of the rules of law in contract and torts are still of interest. For example, let us consider the law relating to payment of wages to laborers. The Burmese law did not give emphasis to that part of the wages which was to be in the form of money. But it specifically laid down that (1) in the case of an agricultural laborer, he was to receive, in addition to wages in money, a suit of clothes at the end of each "season"—i.e., the "growing season" and the "reaping season," and (2) in the case of a non-agricultural laborer, he was to receive, throughout the period of his employment and in addition to wages in money, "regular meals of rice and curry." For the agricultural laborer, who had his own store of paddy, clothing was of great consequence, and to the nonagricultural laborer food was of great consequence. Thus the Burmese law ensured that the fluctuation either in the general level of wages or in the value of money should not adversely effect either the laborer or his employer. Moreover, as both the laborer and the employer wore the same homespun clothes and ate the same food, the arrangement was fair to both parties. With regard to professional services rendered also, the Burmese law attempted to be fair to both parties, as could be seen from the following rules of law regarding physicians and lawyers:

> If a physician has been called for fee to attend to a sick person, but the sick person recovers or dies before the physician reaches